

Article 7

UNION BUSINESS AND ACTIVITIES

Section A. Time Off for Union Business.

To the extent that absence from work does not substantially interfere with the Employer's operations, properly designated Union representatives, regardless of shift assignment, shall be allowed time off without pay for legitimate Union business such as Union meetings, Union Executive Board or Executive Council Meetings, state or area-wide Union committee meetings, state or international SEIU or AFL-CIO meetings or conventions; the period of release without pay shall include the time for actual attendance, as well as necessary travel time to and from the function. Except as may be mutually agreed to locally or on a case by case basis, an employee shall furnish his/her designated supervisor written notice of the employee's intention to attend such function at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 16, Section E., of this Agreement.

In addition to the notice from the employee required above, except as may be mutually agreed to locally on a case by case basis, the Union President or his/her designee shall also provide notice containing the name, Agency and Chapter of employees designated to attend such functions at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 16, Section E., of this Agreement. Such notice shall not be perfected unless confirmed in writing not later than the first Monday following the end of the pay period.

Such written notice shall be provided to the named employee's Appointing Authority. No employee shall be entitled to be released, and the Employer is under no obligation to permit repurchase of annual leave pursuant to these provisions, unless designated by the Union President or his/her designee as provided above.

The employee may utilize any accumulated leave time (compensatory, deferred hours, annual) in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record. When the employee elects to utilize annual leave credits, the employee may "buy back" such credits without limitation or restriction subject to the following regulations:

1. Employees shall be permitted annual leave absence from work for such Union business up to a maximum of their accrued credits.
2. The employee may reinstate such expended credits used in the previous six (6) months by cash payment to the Department at the employee's current daily rate. The employee shall forward to the Department the net amount of refund (gross salary less employee's federal, state and city

withholding tax deductions, and social security tax). This provision shall be administered in compliance with applicable tax statutes.

3. Except as may be mutually agreed otherwise on a case-by-case basis, employees shall be allowed to exercise the option of reinstating annual leave for employees no more than four (4) times each fiscal year, and the required check to "buy-back" shall be submitted no later than August 1.

The Union agrees to furnish the Employer the name of the President's designee, in writing, within thirty (30) calendar days following the effective date, or date of approval, of this Agreement, whichever occurs first.

Section B. Loss of Benefits.

Employees who have been granted leave without pay shall not continue to earn annual leave, sick leave and length of service credits for such unpaid leave. The parties agree to minimize time lost from work.

Section C. MCO State-Wide Executive Council.

The Union will furnish to the Office of the State Employer in writing the names, Departments and Chapters of members of the Union's Executive Council within five (5) days after the designation of such members, or as soon thereafter as practicable. Notification of any changes in membership of the Executive Council shall be made in writing to the Office of the State Employer within five (5) days after such change.

Members of the Executive Council (not to exceed a total of two (2) from any facility, or three if mutually agreed on a case by case basis) of whose designation the Employer has been properly notified shall be granted time off without loss of pay, pursuant to Section E. of this Article, to attend meetings of the Executive Council. Except as may be mutually agreed to locally on a case by case basis, such member shall individually furnish his/her designated supervisor written notice of his/her intention to attend such meeting at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 16, Section E., of this Agreement.

Section D. Leave for Union Representation Activities During Working Hours.

Except as specifically provided by other Articles of this Agreement, employees shall be allowed time off without loss of pay during working hours to attend grievance conferences and hearings, Labor-Management meetings, disciplinary conferences, meetings of committees if such committees have been established by this Agreement, or meetings called or agreed to by the Employer; such paid time off shall include necessary and reasonable travel time to and from the function when it occurs away from the employee's work location as provided in other applicable articles of this Agreement. Such leave shall be limited to

employees who are entitled by the provisions of this Agreement to attend such meetings by virtue of being Union Representatives, Stewards, witnesses and/or grievants.

The Departmental Employer will honor directives issued by the Department of Civil Service concerning administrative leave for required attendance at meetings and hearings called and conducted by the Department of Civil Service. Leave granted under this Section shall not be charged to the Union's Administrative Leave Bank established in Section E. below. If an employee is not released to attend such meetings in accordance with the provisions of this Agreement or in the case of a justified emergency as claimed by the Appointing Authority, the Union may request the appropriate authority to postpone and reschedule such meeting. In those cases where the Union makes such request, the Employer shall grant or concur in such request.

Section E. Administrative Leave Bank.

Subject to the operational needs of the Employer and with adequate prior notice to the Departmental Employer, employees in this Bargaining Unit designated in accordance with the provisions below shall be permitted time off without loss of pay during scheduled working hours to attend MCO Executive Board Meetings, Executive Council meetings, Union Conventions and/or Schools, or other valid internal Union business related to the administration of the agreement, subject to the following conditions:

1. An Administrative Leave Bank is established based on one and two tenth's (1.2) hours of Administrative Leave for each employee in the Bargaining Unit. Such bank shall be computed and established on the basis of the number of employees in the Bargaining Unit at the end of the pay period containing the Agreement effective date and shall be recomputed annually on the anniversary date (January 1st) of this Agreement thereafter.
2. Such Administrative Leave Bank shall be allocated and distributed among Departments in proportion to the percentage which Bargaining Unit members at each represents to the entire Bargaining Unit.
3. Such Administrative Leave may be used only within the contract year in which it was granted with any remaining hours carried forward from one year to another.
4. Such Administrative Leave shall be granted in four (4) hour increments.
5. Upon the written request of the Union President or his/her designee, such Administrative Leave may be used for the annual leave buy-back authorized in Section A above. In such circumstance, the annual leave balance of the employee, if otherwise eligible for annual leave buy-back,

shall be re-credited with the number of hours previously authorized for buy-back, and the Administrative Leave Bank shall be charged an equal number of hours.

It is agreed the Administrative Leave Bank provided herein replaces any Administrative Leave Bank for the Security Bargaining Unit granted by the Civil Service Commission, (or any previous contract) and on the effective date of this Agreement all leave previously authorized thereunder shall be rescinded and all such leave granted from such date forward shall be calculated in accordance with this Section.

Section F. Release and Utilization of Administrative Leave Bank.

Except as may be mutually agreed to locally on a case by case basis, the employee shall furnish his/her designated supervisor written notice of the employee's intention to attend a function for which hours from the Administrative Leave Bank is authorized in this Article at least two (2) work days in advance of the date that work schedules must be established in accordance with Article 16, Section E., of this Agreement.

In addition, except as may be mutually agreed to locally on a case by case basis, the Union President or his/her designee shall also provide notice containing the name, Agency and Chapter of employees designated or elected to attend such function at least two (2) work days in advance of the date work schedules must be established in accordance with Article 16, Section E., of this Agreement. Such notice shall be confirmed in writing to the named employee's Appointing Authority not later than the first Monday following the end of the pay period in which it was used.

No employee shall be entitled to be released and the Employer is under no obligation to grant such time off without loss of pay pursuant to these provisions, unless designated by the Union President or his/her designee as provided above.

Where an employee wishes to attend such function as listed above, and the employee desires a change in schedule with another employee capable of performing the work, the appropriate supervisor(s) will make a reasonable effort to approve the voluntary change of schedule between the two employees providing such a change will not result in overtime. Such approval shall not be arbitrarily withheld.

In the event the Administrative Leave Bank has been exhausted prior to the anniversary of any year, employees so designated may utilize annual leave in accordance with the provisions of Section A. above.

Subject to the provisions of this Section, operational requirements and any overtime compensation considerations a Department may elect to establish, up to two (2) employees designated in writing by the Union President or Executive

Director will be granted a Union Administrative Leave of Absence. To initiate such request, the Union President or Executive Director shall furnish the employee's Personnel Office with the employee's name, and the dates of the Leave of Absence; a commitment to reimburse the Employer for the straight-time 80-hour per pay period wages of the employee for each pay period, as well as all statutorily required payments and all of the Employer's share of contributions for fringe benefits in which the employee is enrolled, including Sick and Annual Leave; and, a commitment to indemnify the Employer for any and all liability arising out of any act or omission of the employee, and for any and all costs arising out of any injury, illness or disability to the employee which may be compensable under the State's Workers' Compensation Act, during the term of the Leave of Absence.

When placed on a Union Administrative Leave of Absence the employee's base wages shall be charged against the Administrative Leave Bank provided in Section E. of this Article. During the period of the Leave of Absence, the employee's status for pay, benefits, insurance, retirement, FICA, and other benefits shall be identical to Administrative Leave. However, the employee shall be considered as not subject to the direction and control of the Employer. Upon expiration of the Leave of Absence, the Employer shall furnish the Union with a bill and full accounting for all the payroll costs of the employee's Leave of Absence, which the Union shall pay to the Employer without delay. Upon receiving full payment from the Union, the Employer will re-credit the Administrative Leave Bank with the number of hours used by the employee for the Leave of Absence.

The Employer shall be entitled to establish reasonable limitations and conditions upon such leave to protect the integrity of and public confidence in the Departments' programs. The following limitations shall also apply:

1. The Union Administrative Leave of Absence shall be in increments of consecutive full pay periods, not to exceed twenty-six (26) pay periods.
2. Not more than four such Leaves of Absence shall be required per contract year (January 1 through December 31).
3. Not more than one employee from any work location shall be entitled to be on such Leave of Absence at any given time.
4. No request shall be granted if the balance of Administrative Leave Bank hours is not sufficient to cover the requested period of Leave of Absence, plus any other anticipated use of Administrative Leave during such period.
5. The Employer expressly reserves the right to cancel the Leave of Absence at any time prior to its authorized termination date, subject to

two complete pay periods written notice to the employee and the Union or, in the event of emergency, seven (7) days written forenotice.

6. An employee in unsatisfactory service status, and a probationary employee, shall not be eligible to receive such Union Administrative Leave of Absence.